



Enrollment Package

Prepared February 2011



Dear Facility Owner and/or Manager,

Welcome to Healthy Contributions, LLC; your fitness incentive plan processor. We feel very privileged that you are considering to take the next step and enroll in our program.

We have designed this packet to supply you with the necessary forms and documents to enroll in our network and receive our data and payment services.

Please review and complete as necessary the following documents, and fax (using the enclosed fax cover sheet) or email them back to us:

- Program Agreement
- Smart Login Website Access Form
- Club Fees Withdrawal Form

After we receive your completed documents, we will contact you with a confirmation email.

Once you receive your confirmation email, please log into the Healthy Contributions website using the Smart Login information you created and begin entering your member's demographics and their fitness incentive provider information. Training is available through online tutorials, scheduled webinars, and upon request.

Please feel free to contact us at any time, should you have any questions on the information found in this packet.

Thank you for choosing Healthy Contributions!

Yours in Health,

The Healthy Contributions Team

info@healtycontributions.com

1-800-317-2739





Fax cover sheet
Fax documents to: 651-438-5196

TO: Healthy Contributions

FROM: _____

CLUB (NAME & ASSIGNED NUMBER): _____

PAGES INCLUDING COVER SHEET: _____

DATE: _____

NOTES: _____

Fax Includes required forms for Network Enrollment:

- Program Agreement (Signed and dated) (2 pages).
- Smart Login
- Club Fee's Withdrawal Form

Program Responsibilities and Details

Facility responsibilities-

- Complete all required forms and submit to Healthy contributions to activate your account.
- Maintain all program records in a secure location.
- Photocopy each participating members' insurance card/letter, and banking information and store in a secure location.
- Submit member demographic information and fitness incentive details by data-entry onto the Healthy Contributions reporting website.
- Ensure that member information is properly submitted by midnight on the 5th of EVERY month.
- Verify monthly Return Reports on HC website on or after the 25th of EVERY month.
- Correct any demographic or fitness incentive provider information deemed incorrect from monthly reports.
- Ensure that members are receiving proper credits by reviewing monthly reports and responding to email and/or other communications from Healthy Contributions staff.

Resubmitting past usage information-

- The facility may resubmit a member's past usage information at any time. The information will be submitted with the following month's file submission. (Example: A resubmit for December usage in February 10th will be submitted with February's usage file through the 1st and the 5th of March for an expected return at the end of March).
- Be aware that some programs have a statute of limitations for processing retroactive usage months. Any resubmissions not applied for in time, are the Facility's responsibility to pay. For specific details please refer to the At-a-glance section.

Viewing and confirming monthly Return Reports-

- It is REQUIRED that on or after the 25th of EVERY month, your facility logs in to the Healthy Contributions website to view the return report(s).
- Verify information is accurate.
- Correct inaccuracies, paying special attention to all members not reimbursed, and enter resubmissions as necessary.

Reimbursements-

- Healthy Contributions will receive fitness plan reimbursements directly and will disburse them directly into the members checking or savings account, on or after the 25th of every month.

Changes, corrections and deletions-

- The facility is solely responsible for any changes, corrections, and/or deletions made to member demographic and fitness incentive insurance information.

Additional information, detailed instruction sheets, tutorials, and walkthroughs are available upon request.

PROGRAM AGREEMENT

Client Number: _____ Owner's Address: _____
 Business Name (DBA): _____ Owner's Address #2: _____
 Business Name (Legal): _____ City: _____ State: _____ Zip: _____

This Agreement is made on _____, 20____, by and between Healthy Contributions, LLC ("HC") and _____ ("Client") will confirm the arrangement under which HC is providing payment-processing services for Client's facility and data transfer and disbursement services for the programs chosen by Client, all as set out below.

1. **Appointment:** Client hereby appoints HC to act as its fitness incentive processor for the fitness incentive programs managed by HC and selected by Client (the "Programs"). The duties of HC are as follows: (A) provide a platform for the entry of data; (B) collect and provide specific Program data to the Program providers; (C) return status of this data to Client via web reporting; and (D) if applicable, disburse any monies or rewards owed to Client's facility or its members based upon instructions from the Program provider.
2. **Service:** HC agrees to facilitate the collection and transfer of data and funds for Client as this information is provided to HC. To that end, by the 5th of the month for the prior month, Client shall provide HC with the member usage information for Client's facility as requested, and in the format required, by HC. Disbursement of funds hereunder by HC to Client or its members shall occur at the times agreed to by HC and the Program providers, but is contingent upon data and funds received from the associated Program providers.
3. **Management:** HC has agreed to manage certain fitness incentive programs including the Programs. Management and maintenance of participants, such as Client, shall include random audits and investigation of any improper or suspicious acts or behavior. Client's facility's staff is subject to record and data review by HC at anytime. If improprieties are found or suspected, a review of participation will be initiated with Program providers in question and may result in a warning, probation, suspension or Client's permanent removal from the programs.
4. **Fees:** Client agrees to pay HC for its services provided herein pursuant to the attached Healthy Contribution Club Fee Structure Schedule (the "Fee Structure Schedule") based on the billing option at the end of this Agreement checked by Client. All Programs will be set at the billing option checked by Client except where a different method is mandated by a Program's provider. In that case, fees are then determined by the nature of the disbursement chosen for that provider's Program. HC reserves the right to change the fees and charges provided for herein without prior notice. If Client wishes to object to such change, it may deliver written notice thereof to HC within sixty (60) days of Client's receipt of the first monthly report reflecting such change. If Client objects to such change, the parties may negotiate a mutual agreement regarding fees or a party may terminate this Agreement pursuant to Section 6, but Client must pay the new fee imposed by HC for services performed before the date of termination.
5. **Payment of Fees:** HC will post on its website each month a report of fees and processing charges charged to Client for services performed by HC in the prior month. Payments will be drafted from Client's accounts monthly. If payment is unable to be drafted, Client will be notified and offered a second payment method. A late fee of \$25.00 may be imposed if payment is not made within 10 days of notification. HC will not be liable to Client or be in breach of this Agreement due to the failure of Client to comply with its reporting obligations to HC or due to the failure of a Program provider to provide HC with the appropriate information or funds so that HC can perform its obligations hereunder.
6. **Termination & Closing Clubs:** Either party may terminate this Agreement by giving the other party (30) days written notice. If Client is discontinuing its involvement in a Program, it will immediately notify all participating members of the Program that benefits will cease. It must also immediately notify HC to close out accounts and provide HC with current member status. HC will notify the applicable Program provider, if necessary.
7. **Sale:** If Client sells the facility to a new owner, it is Client's responsibility to make buyer aware of the services provided by HC. Should the buyer choose not to utilize HC's services, the members participating in the Programs must be made aware by Client prior to termination that HC is no longer providing services. Fees that are owed for the final processing period will be the responsibility of Client. Any processing that is submitted past the date of sale is still calculated by usage month and the party to whom the facility belonged to during the time the usage was collected is responsible for paying these fees to HC.
8. **Confidentiality:** During the term of this Agreement and at any time after, Client will keep confidential and not disclose any Confidential Information (as defined below) nor will Client use the Confidential Information for a purpose detrimental to HC. Client will hold the Confidential Information in strict confidence and will protect it with the same diligence that it protects its own confidential information. Confidential Information shall include, but not be limited to, the terms of this Agreement, including any financial terms, trade secrets, the identity of any Program providers, unique identifiers, Personal Information (as defined below), and reimbursement amounts.
9. **Privacy:** During the term of this Agreement and at any time after, if Client obtains or has access to "Personal Information", Client agrees to comply with all applicable privacy laws and to hold and protect all "Personal Information" in strict confidence and maintain the confidentiality of this information.
 - a. "Personal Information" means any information about or concerning an individual including, but not limited to:
 - i. An individual's first name or first initial and his or her last name, or any information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person whether or not in combination with any one or more of the following data elements: (A) social security number; (B) driver's license number or state identification card number; (C) checking account number, savings account number or other account number alone if no other information is required to access such account or otherwise commit identity theft or misuse such information; (D) credit or debit card number; (E) account passwords or personal identification numbers, other access codes, or any other accounts or resources; (F) electronic identification number; (G) digital signatures; (H) biometric data, including fingerprints; (I) birth date; (J) parent's legal surname prior to marriage; (K) identification number assigned by an employer; (L) any individually identifiable information, in electronic or physical form, regarding the individual's medical history or medical treatment or diagnosis by a health care professional;
10. **Forms; Programs:** Client understands it cannot increase its dues to offset the reimbursement benefits. Client's facility must maintain originals of the participating member's Program Providers enrollment forms. Client is solely responsible for the membership agreement that Client uses. HC will provide Client with a copy of the participating Program Provider's enrollment forms and Client shall make copies for enrollment. Client will not be allowed to make changes to the enrollment forms.

11. **Information:** Pursuant to Section 2, Client must enter all member usage data by the 5th of the month for the prior month, unless Client uses a system where member usage is collected by HC for the facility. Client represents, warrants and covenants that all data is accurate and Client will provide HC all documentation requested by HC, or participating Program Providers. It is Client's responsibility to update member information and review the monthly return reports as they are made available. HC will not be liable for incorrect reimbursements due to Client-entered data errors. Client also grants HC authority to provide the usage information to the Programs. There will be a separate monthly charge for each individual club of Client that uses the website; i.e. if Client owns multiple facilities it will have to pay for each facility as its own separate entity. Client acknowledges the importance of meeting the timelines and processes for the delivery of information set forth herein.
12. **Workouts:** All workouts for these Programs by Client's members must be preformed inside the walls of Client's facility.
13. **Trademark Usage:** All advertisements or other marketing materials referencing a Program provider's name, trademark, service mark, logo or other commercial symbol must be approved by that provider's legal department prior to publication by Client. Requests can be facilitated through HC.
14. **Indemnification: Liability:** Client agrees to defend, indemnify and hold harmless HC, its owners and affiliates, and each of them, and their respective officers, directors, employees, shareholders, agents, insurers, and representatives from and against any and all demands, losses, actions, damages, claims, costs, expenses and liability (including attorneys' fees) ("Damages") whether or not involving any third party claim, that results from or arises out of directly or indirectly: (a) any act or omission of Client; or (b) any injury or Damage to a member or other individual at a facility of Client or any other Damages incurred by HC in connection with it services hereunder. HC may defend at Client's expense any claim against it. HC is not liable for the acts or omissions of a Program provider, whether related to this Agreement or otherwise.
15. **Litigation:** This Agreement and the respective rights of the parties under this Agreement shall be governed by and construed under the laws of the state of Minnesota, without application of any choice of law principal. Any claim, cause of action, suit or demand arising out of or related to this Agreement, or the relationship of the parties, shall be brought exclusively in the state or federal courts located in Hennepin County, Minneapolis, Minnesota, and the parties irrevocably consent to the jurisdiction and venue of such courts. Client hereto agrees that valid service of process may be affected on it outside of Minnesota by certified mail at the address of its last known principal office or by any other means authorized under Minnesota law.
16. **Entire Agreement:** H\jg 5[fYYa Ybhz]bVM X]b[h\Y XcW\ a Ybhg fYZfYbW\X \YfY]bz]g h\Y cb mU[fYYa Ybh VYh\k Yyb h\Y dUfh]Yg VzbWf]b[h\Y g V\YV\ a Uhh\Yf \YfYcZUbX g dYfgYXYgU` df]cf U[fYYa Ybhg k \Yh\Yf k f]HhYb cf cFUz fY Uh]b[\YfYhc:" Bc: di fdcfhYX Ua YbXa Ybhz a cX]ZVh]cb cf k U]j Yf cZ Ubmdfc] g]cb cZ h\jg 5[fYYa Ybh g U` VY V]bX]b[i b Ygg gr h Zcfh\]b U k f]HhYb XcW\ a Ybh g] bYX VmU` dUfh]Yg f]b h\Y Wdg' cZ Ua YbXUa YbXa Ybhg cf a cX]ZVh]cbg: cf Vmh\Y dUfhm: VY W\Uf[YX h\YfYVmf]b h\Y Wdg' cZ k U]j Yfg/ dfcj]XYXz \ck Yj Yfz <7 a UmUa YbX h\Y : YY Gfi Vfi fY G\WYXi Yz h\Y : -DDz h\Y : FD UbX h\Y Dc]VhifU` UgXYZ]bYX k]h.]b h\Y <YU h\m7cbhf]Vi h]cbg K Y Vta Y ; i]XYE Uhi Ubmh]a Y""7cd]Yg cZ h\jg 5[fYYa Ybhk]h\ g] bUhi fYg hfUbga]HhYX VmZUW]ja]Y g U` VY XYa YX hc VY cf]]bU` g] bYX j Yfg]cbg cZ h\jg 5[fYYa Ybh'
17. **Additional Documents:** Client acknowledges that it has read and understands this Agreement, the Fee Schedule, the Fitness Incentive Program Procedures (the "FIPP"), the Paid-In Full Memberships for the Fitness Reimbursements Program document (the "FRP") and the Cancellation Policy (the "Policy"). These sections can be found within the Healthy Contributions Welcome Guide. In the event of a conflict between the terms of this Agreement and any of the foregoing documents, the terms of this Agreement shall control.
18. **Facility Liability Insurance:** Healthy Contributions' fitness centers will at its own cost and expense, maintain (and cause its subcontractors, if any to maintain) the following insurance coverage in full force: Workers' Compensation Insurance and Commercial Liability Insurance, with limits of not less than \$1,000,000. The insured must give Healthy Contributions thirty (30) days' written notice before the insurance is cancelled or altered in a way that no longer satisfies the requirements. Healthy Contributions' fitness centers will need to provide a copy of the current certificate of liability insurance. Failure to provide a compliant certificate can and will exclude you from certain plans/programs that are provided within our services.
19. **Benefits; Assignment:** This Agreement shall inure to the benefit of and shall bind the successors and permitted times assigns of both parties to this Agreement. Client may not assign or transfer its interest in this Agreement without the prior written consent of HC.
20. **Acknowledgments:** Client acknowledges: (A) that HC is not a payor of services, nor an insurer with respect to any services provided by Client and its only obligation with respect to funds received by a Program provider is to disburse the funds in accordance with the instructions of the provider; (B) that HC cannot guarantee that any minimum number of programs will be available to Client for participation; (C) that HC shall have no obligation to disburse funds hereunder if a Program provider fails to provide the funds for reimbursement to HC; and (D) that HC has not made any representation, warranty or guarantee as to any revenue that it may derive from any program.
21. **Non-exclusivity:** Each party understands and acknowledges that the relationship created hereby is of a non-exclusive nature, meaning that either party may do business with any other party that provides the same or similar services.
22. **Email:** Healthy Contributions may from time to time send emails to the addresses referenced in the Smart login forms to update of program changes, enhancements and other pertinent information. These may include communications from health plans or promotional advertisings in connection with our standard services.

Healthy Contributions, LLC

1-800-317-2739

By: _____

Title: _____

Signature: _____

Date: _____

Client

Four Digit Club #: _____

Billing OPTION: A. B. C.

By: _____

Title: _____

Signature: _____

Date: _____

Healthy Contributions Club Fee Structure

These fees are subject to change at the discretion of Healthy Contributions.

Direct Deposit to Member ~ Remitted by Healthy Contributions	Option A
<u>Monthly Program Participation:</u> <ul style="list-style-type: none"> This fee is assessed per fitness incentive program submitted each month. Monthly file submission is mandatory. 	\$ 5.00 Per Program, Per Month
<u>Initial Member Enrollment, Health Plan Modifications, & Return Reports.</u> <ul style="list-style-type: none"> Member Entered by the Facility through www.healthycontributions.com: Member Entered by Healthy Contributions staff: Return Reports accessed by Facility through www.healthycontributions.com: Return Reports Sent to Club at their Request: 	\$ 1.50 Per New Member \$ 3.00 Per New Member No Charge \$ 3.00 Per Report for each Program.
<u>Processing & Transaction Fees.</u> <ul style="list-style-type: none"> ACH deposit to member's bank account: 	\$.25 Per Successful Reimbursement
<u>Usage Entry.</u> <ul style="list-style-type: none"> Submitted by club through www.healthycontributions.com: Submitted to Healthy Contributions via fax: 	No Charge \$ 10.00 Per month (for first 25 members & \$1.00 for each additional member.)
<u>Additional Health Plan Setup.</u> <ul style="list-style-type: none"> 1 time fee assessed for each additional health plan following the initial setup. 	\$20.00 per program

Direct Deposit or Check to Club ~ for Club Remittance to Members	Option B
<u>Monthly Program Participation</u> <ul style="list-style-type: none"> This is a flat fee for facilities that wish to reimburse their members themselves, and assessed per fitness incentive program submitted each month. Monthly file submission is mandatory. 	\$ 5.00 Per Program, Per Month
<u>Initial Member Enrollment, Health Plan Modifications, and Return Reports.</u> <ul style="list-style-type: none"> Member Entered by the Facility through www.healthycontributions.com: Member Entered by Healthy Contributions staff: Return Reports accessed by Facility through www.healthycontributions.com: Return Reports Sent to Club at their Request: 	\$ 1.50 Per New Member \$ 3.00 Per New Member No Charge \$ 3.00 Per Report for Each Program.
<u>Processing & Transaction Fees.</u> <ul style="list-style-type: none"> ACH deposit to Clubs bank account: Paper Check sent to Club 	\$.15 Per Successful Reimbursement \$ 20.00 per check
<u>Usage Entry.</u> <ul style="list-style-type: none"> Submitted by club through www.healthycontributions.com: Submitted to Healthy Contributions via fax: 	No Charge \$ 10.00 Per month (for first 25 members & \$1.00 for each additional member.)
<u>Additional Health Plan Setup.</u> <ul style="list-style-type: none"> 1 time fee assessed for each additional health plan following the initial setup. 	\$20.00 per program

Direct to Billing Company & Club ~ for Member Credit & Club Remittance	Option C
<u>Monthly Program Participation</u> <ul style="list-style-type: none"> This fee is assessed per fitness incentive program submitted each month. Monthly file submission is mandatory. 	\$5 Per Plan, Per Month
<u>Initial Member Enrollment, Health Plan Modifications, and Return Reports.</u> <ul style="list-style-type: none"> Member Entered by the Facility through www.healthycontributions.com: Member Entered by Healthy Contributions staff: Return Reports accessed by Facility through www.healthycontributions.com: Return Reports Sent to Club at their Request: 	\$ 1.50 Per New Member \$ 3.00 Per New Member No Charge \$ 3.00 Per Report for Each Program.
<u>Processing & Transaction Fees.</u> <ul style="list-style-type: none"> ACH deposit to Clubs bank account: Paper Check sent to Club 	\$.30 Per Successful Reimbursement \$ 20.00 per check
<u>Usage Entry.</u> <ul style="list-style-type: none"> Submitted through Birdseye System or by club into www.healthycontributions.com: Submitted to Healthy Contributions via fax for staff entry: 	No Charge \$ 10.00 Per month (for first 25 members & \$1.00 for each additional member.)
<u>Additional Health Plan Setup.</u> <ul style="list-style-type: none"> 1 time fee assessed for each additional health plan following the initial setup. 	\$20.00 per program

**Late payments are assessed and charged an additional \$29.00 per month.*



Smart Login Website Access Form



This setup will allow Healthy Contributions to activate your fitness center within the Smart Login website, where you will have access to a variety of tools, reports, and support documentation to manage your reimbursement programs. Please complete and return this form to Healthy Contributions to initiate the setup process. Each location must have one of these forms on completed and returned to Healthy contributions for set-up.

Fitness Center Information

Fitness Center Name: _____ Healthy Contributions ID #: _____

Fitness Center Website Address: _____

Program Contact Name: _____ Phone: _____

Fitness Center Address: _____

City: _____ State: _____ Zip Code: _____

Program Contact Signature: _____ Date: _____

Login Accounts

Note: Each login must have a unique email address and password. These users will be granted owner access, and will have the ability to create new user accounts and/or restrict access to specific areas of the login website as necessary. Please record your entries for future reference. (Additional users are available upon request.) Person completing this form understands that emails may be used to update of program changes, enhancements and other pertinent information regarding their participation in said programs.

User # 1

First Name: _____ Last Name: _____

Email Address: _____ Password: _____

(5-10 case-sensitive alphanumeric characters)

User # 2

First Name: _____ Last Name: _____

Email Address: _____ Password: _____

(5-10 case-sensitive alphanumeric characters)

Club Fees Withdrawal Form

Important: This form is for the *withdrawal of fees*, as outlined in the fee structure portion of the Healthy Contributions program agreement. These fees will be withdrawn separately of reimbursement funds.

Club Information

Fitness Center Name: _____ Club Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

I authorize Healthy Contributions to initiate automatic withdrawals from my account at the financial institution indicated below. Further, I agree not to hold Healthy Contributions responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or my financial institution or due to an error on the part of my financial institution in withdrawing funds from my account. This agreement will remain in effect until Healthy Contributions receives a written notice of cancellation from me or my financial institution, or until I submit a new fee withdrawal form to Healthy Contributions.

Signature: _____ Date: _____

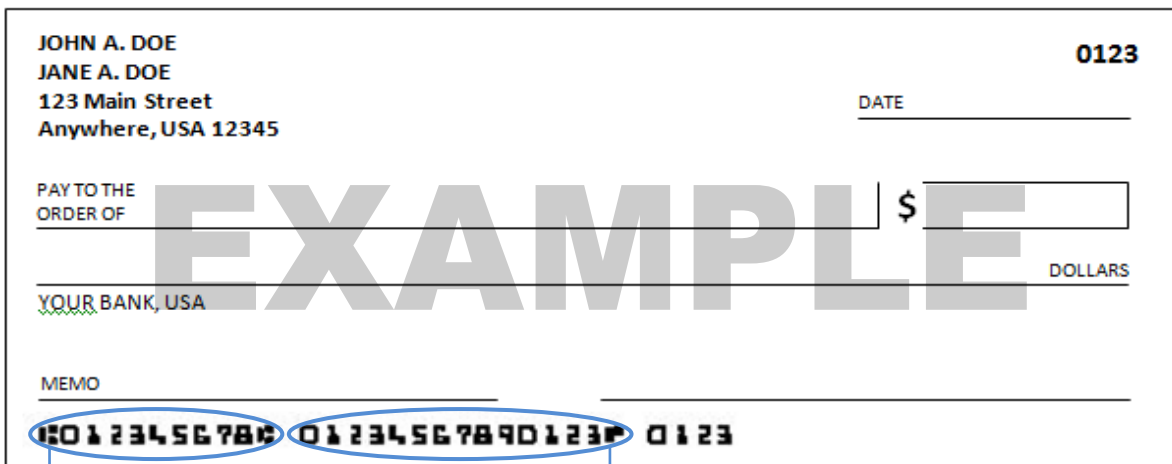
Banking Information - Please choose one option below:

Electronic Funds Transfer: Checking Savings

Name on Account: _____

Financial Institution: _____

YOU MAY PASTE A VOIDED CHECK BELOW OVER THE EXAMPLE CHECK PROVIDED



Routing Number:

(Must be 9 digits, cannot begin with a "5")

Account Number: _____